

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW HAMPSHIRE

United States of America,
Plaintiff,

v.

Cr. No. 17-196-01-JD

William Bischoff,
Defendant,

and

Freepoint Solar, LLC,
Garnishee.

ASSENTED-TO MOTION TO RETURN A
PORTION OF SEIZED FUNDS TO GARNISHEE

Plaintiff, United States of America, hereby moves this Court to enter an Order to return a portion of the funds seized on January 28, 2019 to Garnishee. In support of this motion, the Plaintiff states as follows:

1. On January 2, 2019, a Final Order of Continuing Garnishment, Document Number (DN) 50, was issued by this Court which instructed garnishee, Freepoint Solar, LLC., to pay to the United States any funds they owed to Defendant pursuant to an Option Agreement between William Bischoff and Freepoint Solar, LLC and any other amounts to the benefit of Defendant which were in their possession, custody or control.

2. On January 25, 2019, Garnishee exercised its right to renew the Option Agreement. Pursuant to the terms of the Option Agreement, Garnishee was required to make a \$10,000.00 payment to William Bischoff for this renewal option.

3. Having been served with the Final Order of Continuing Garnishment entered in this case on January 2, 2019, Garnishee complied with this Court's order and sent payment in the amount of \$10,000.00 to this Court on January 28, 2019.

4. It has come to Plaintiff's attention that there was an Escrow Agreement dated November 30, 2017 between William Bischoff, Freepoint Solar, LLC, and other lienholders as to the distribution of funds received pursuant to the Option Agreement. Accordingly, the Escrow Agreement dated November 30, 2019, which assigns the payment of any monies paid to Mr. Bischoff pursuant to the Option Agreement take priority over the Final Order of Continuing Garnishment issued by this Court on January 2, 2019. See Escrow Agreement dated November 20, 2017 and attached hereto as Exhibit A.

5. Under the Escrow Agreement, Mr. Bischoff is only to receive \$1,000.00 from the option extension fee with the other \$9,000.00 being distributed to the other four mortgage holders on the property.

6. Garnishee assents to the filing of this motion.

7. Due to the nature of this motion, no memorandum of law is necessary.

THEREFORE, the United States requests that this Court issue an Order directing the Court to return a total of \$9,000.00 to Garnishee and apply the remaining \$1,000.00 of the levied funds to Defendant's criminal monetary obligation as required by law.

Respectfully submitted,

SCOTT W. MURRAY
United States Attorney

By: /s/ Michael T. McCormack
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Dated: March 8, 2019

Certificate of Service

I hereby certify that a copy of the foregoing Assented-To Motion to Return a Portion of Seized Funds to Garnishee has been sent, via ECF, this 8th day of March, 2019, to counsel of record and by first class mail, postage paid, to Garnishee, Freepoint Solar, LLC, 58 Commerce Road, Stamford, CT 06902.

By: /s/ Michael T. McCormack
Michael T. McCormack, AUSA